

# QUICK REFERENCE

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

### READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

#### **DECLARATIONS**

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location of Premises
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue

#### **COVERAGE FORM (CG 00 01 or CG 00 02)**

##### **SECTION I - COVERAGES**

- Coverage A - Bodily Injury and Property Damage Liability
  - Insuring Agreement
  - Exclusions
- Coverage B - Personal and Advertising Injury Liability
  - Insuring Agreement
  - Exclusions
- Coverage C - Medical Payments
  - Insuring Agreement
  - Exclusions
  - Supplementary Payments

##### **SECTION II - WHO IS AN INSURED**

##### **SECTION III - LIMITS OF INSURANCE**

##### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

- Bankruptcy
- Duties in the Event of Occurrence, Claim or Suit
- Legal Action Against Us
- Other Insurance
- Premium Audit
- Representations
- Separation of Insureds
- Transfer of Rights of Recovery Against Others to Us
- When We Do Not Renew (applicable to CG 00 02 only)
- Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only)

##### **SECTION V - EXTENDED REPORTING PERIODS (applicable to CG 00 02 only)**

##### **SECTION VI - DEFINITIONS (SECTION V IN CG 00 01)**

**COMMON POLICY CONDITIONS (IL 00 17)**

Cancellation  
Changes  
Examination of Your Books and Records  
Inspections and Surveys  
Premiums  
Transfer of Your Rights and Duties under this Policy

**ENDORSEMENTS (If Any)**

55183 (11-95)

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE****Name of Person or Organization:**

NEWCOURT LEASING CORP  
COLDWELL BANKER AON HOME WARRANTY SERVICES INC

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:
2. To bodily injury or property damage arising out of the sole negligence of the person or organization shown in the Schedule.

2. The following is added to LIMITS OF INSURANCE (Section III):

8. The limits of liability for the additional insured are those specified in the written contract or agreement between the Insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

This insurance does not apply:

1. To any occurrence which takes place after the equipment lease expires;

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102

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED EXCLUSION - PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

### SCHEDULE

**Name of Person or Organization (Additional Insured):**  
AMERICAN HOME SHIELD CORPORATION

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Under Section II - WHO IS AN INSURED, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

2. Under Section I, COVERAGES, 2. Exclusions, the following exclusion is added:

The insurance provided herein to the Additional Insured does not apply to the "products-completed operations hazard".

3. Under Section III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. Under Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

CG 01 08 11 85  
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ALABAMA AND LOUISIANA CHANGES - WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In WHO IS AN INSURED (Section II) the term "executive officer" means only a person holding any of the officer positions created by your charter, constitution or by laws.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT - RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following exclusion is added to COVERAGE A (Section I):
  - o. "Bodily injury" arising out of any:
    - (1) Refusal to employ;
    - (2) Termination of employment;
    - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
    - (4) Consequential "bodily injury" as a result of (1) through (3) above.
2. The following exclusion is added to COVERAGE B (Section I):
  - c. "Personal injury" arising out of any:
    - (1) Refusal to employ;
    - (2) Termination of employment;
    - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
    - (4) Consequential "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share

damages with or to repay someone else who must pay damages because of the injury.

**COMMUNICABLE DISEASE EXCLUSION**  
Commercial General Liability Coverage Form

55137 (6-92)

It is agreed:

1. The following exclusion is added and applies to:
  - a. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
  - b. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; and
  - c. COVERAGE C. MEDICAL PAYMENTS.

**2. EXCLUSION**

This policy does not apply to "bodily injury", "personal injury" or medical expenses for "bodily injury" arising out of or resulting from the transmission of any communicable disease by any "insured".

All other policy terms and conditions apply.

106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION -  
EXCEPTION FOR BUILDING HEATING EQUIPMENT**

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

It is agreed:

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, exclusion f., subparagraph (1) (a) is deleted and replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph, (a), does not apply to "bodily injury" if sustained within a building at such premises, site or location and caused by smoke, fumes, vapor or soot from equipment used to heat a building at such premises, site or location.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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## UPSET AND OVERSPRAY COVERAGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed the coverage for "property damage" liability with respect to your operations is extended as follows:

### 1. COVERAGE

We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental:

- a. upset, overturn or collision of your "mobile equipment" while transporting; or
- b. "overspray" during your application or dispersal of;

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

This is not an additional amount of insurance and does not increase the LIMITS OF INSURANCE stated in the Declarations.

### 2. EXCLUSIONS

a. With regard only to the coverage provided by this endorsement, SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following:

f. Any loss, cost or expense arising out of any:

- (1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

b. The following exclusion is added under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

- o. This coverage does not apply to "overspray" resulting from aerial application or dispersal of "pollutants".

All other policy exclusions apply.

### 3. DEDUCTIBLE

Any deductible provision of the policy which is applicable to Property Damage Liability coverage applies to this coverage extension.

#### 4. DEFINITIONS

The following definitions apply in addition to those in the policy.

"Overspray" means spray, from a device specifically designed for spray application or dispersal, that goes beyond the entire area of intended application or dispersal.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

## SECTION I - COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payments of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of

liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

Policy Number 974617-38166390

- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing from, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).

- h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

- j. "Property damage" to:

- (1) Property you own, rent or occupy;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- k. "Property damage" to "your product" arising out of it or any part of it.
- l. "Property damage" to "your work" arising out of it or any part of it and including in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

## COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate

any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

**a. "Personal injury" or "advertising injury":**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**b. "Advertising injury" arising out of:**

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**COVERAGE C. MEDICAL PAYMENTS**

**1. Insuring Agreement.**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;

- (2) On ways next to premises you own or rent; or

- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of

our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefit law or similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
- 5. All costs taxed against the insured in the "suit".
- 6. Prejudgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and

their spouses are also insureds, but only with respect to the conduct of your business.

- c. An organization other than a partnership or joint venture, you are insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
    - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
    - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  - b. Any person (other than your employee), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial;

but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater

than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any one time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:

(1) The injury or damage arises out of:

- (a) Goods or products made or sold by you in the territory described in a. above; or

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;  
but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise and lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**(1) Equipment designed primarily for:**

- (a) Snow removal;**
- (b) Road maintenance, but not construction or resurfacing;**
- (c) Street cleaning;**
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise and lower workers; and**
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.**

**9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**

**10. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:**

- a. False arrest, detention or imprisonment;**
- b. Malicious prosecution;**
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;**
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or**
- e. Oral or written publication of material that violates a person's right of privacy.**

**11. a. "Products-completed operations hazard"**  
includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or**
- (2) Work that has not yet been completed or abandoned.**

**b. "Your work" will be deemed completed at the earliest of the following times:**

- (1) When all of the work called for in your contract has been completed.**
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.**
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.**

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**c. This hazard does not include "bodily injury" or "property damage" arising out of:**

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;**
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;**
- (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.**

**12. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or

- (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55118 (8-91)

## POLLUTION EXCLUSION ENDORSEMENT PERSONAL INJURY LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, exclusion c. is added:

c. (1) "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - (ii) if the operations are to test for, monitor, clean up, remove, con-

tain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to "personal injury" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing from, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

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124

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55029 (7-87)

## ABSOLUTE ASBESTOS EXCLUSION ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particle, dust, irritant, contaminant, pollutant, toxic element or material.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55064 (7-87)

## MOTOR VEHICLE LAWS

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

It is agreed the following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will provide coverage:

1. up to the minimum required limits; and
2. subject to all the terms and conditions of the policy;

to comply with any motor vehicle insurance law to the extent such law applies to the "mobile equipment" covered by this coverage part.

All other terms and conditions of the policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

55069 (1-88)

## CONTRACTUAL COVERAGE AMENDATORY ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

It is agreed:

Under Section I - COVERAGE A, Item 2 Exclusions:

Exclusion b. is deleted and replaced by the following:

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract". However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (2) That the insured would have in the absence of the contract or agreement.

All other terms and conditions of the policy apply.

125

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

55050 (6-01)

## **AMENDMENT OF GENERAL AGGREGATE LIMIT**

It is agreed:

The following is added to LIMITS OF INSURANCE (Section III):

Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12 month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

126

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NON-OWNED AUTO LIABILITY ENDORSEMENT**

**(Employer's Non-Ownership and Hired Auto Liability)**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE FORM).**

It is agreed the coverage for "bodily injury" and "property damage" liability provided under Coverage A is extended as follows:

### **COVERAGE**

### **INSURING AGREEMENT**

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto" you do not own or which is not registered in your name which is used in your business.

### **EXCLUSIONS**

With respect to this endorsement, the exclusions which apply to Coverage A, other than exclusions a., d., e., f. and i. and the Nuclear Energy Liability Exclusion, are replaced by the following:

This coverage does not apply to:

1. Liability assumed by the insured under any contract or agreement.
2. "Property damage" to:
  - a. Property owned or being transported by, or rented or loaned to the insured; or
  - b. Property in the care, custody or control of the insured;

other than property damage to a residence or a private garage by a private passenger automobile covered by this coverage.

**WHO IS INSURED** (Section II) is replaced by the following:

Each of the following is an insured with respect to this coverage:

1. You;
2. Any partner or executive officer of yours; and
3. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment.
2. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
  - a. Such person; or
  - b. Any partner or executive officer of yours or a member of his or her household; or
  - c. Any employee or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
3. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
4. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### **ADDITIONAL DEFINITIONS**

The following definitions apply to this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

#### **LIMITS OF INSURANCE**

It is agreed with respect to the coverage provided by this endorsement:

SECTION III - LIMITS OF INSURANCE is replaced by the following:

#### **SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. insureds;
  - b. claims made or "suits" brought; or
  - c. persons or organizations making claims or bringing "suits".
2. If the Limits of Insurance shown in the Declarations:
  - a. is shown only as an Each Occurrence Limit, the Each Occurrence Limit is:
    - (1) the most we will pay for; and
    - (2) applies to;

the sum of damages under Coverage A for "bodily injury" and "property damage" arising out of any one "occurrence"; or

b. is shown in the Declarations as an Each Person Limit and an Each Occurrence Limit:

(1) the Each Person Limit is the most we will pay under Coverage A for "bodily injury" sustained by any one person; and

(2) the Each Occurrence Limit:

(a) is the most we will pay for; and  
(b) applies separately to 1) and 2);

1) damages covered under Coverage A for "bodily injury"; and  
2) damages covered under Coverage A for "property damage".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

All other terms and conditions of the policy apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPLIT LIMIT OF LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the Commercial General Liability Coverage Part.

It is agreed:

**SECTION III - LIMITS OF INSURANCE** is replaced by the following:

### **SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. insureds;
  - b. claims made or "suits" brought; or
  - c. persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the:
  - a. most we will pay for; and
  - b. applies separately to (1) and (2):
    - (a) the sum of:
      - (1) damages under Coverage A for "bodily injury";
      - (2) medical expenses under Coverage C; and
      - (3) damages under Coverage B; and
    - (b) damages under Coverage A for "property damage";

except damages because of injury and damage included in the "products-completed operations hazard."
3. The Products-Completed Operations Aggregate Limit is the:
  - a. most we will pay for; and
  - b. applies separately to (1) and (2):
    - (a) damages under Coverage A for "bodily injury"; and
    - (b) damages under Coverage A for "property damage";

included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is:

- a. the most we will pay for; and
- b. applies separately to (1) and (2):

(a) the sum of:

- (1) damages under Coverage A for "bodily injury"; and
- (2) medical expenses under Coverage C; and

(b) damages under Coverage A for "property damage",

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## COINSURANCE CONTRACT

16079 (5-86)

## MISCELLANEOUS PROPERTY FLOATER

## COVERAGE

## PROPERTY COVERED

We cover the property described which is:

1. owned by you; or
2. owned by others in your care, custody or control.

Description of Property	Amount of Insurance
SEE SUPPLEMENTAL DEC	\$
	\$
	\$
	\$

## DEDUCTIBLE

From the amount of each adjusted claim, we will deduct the amount stated below or in the Declarations:

Amount of Deductible \$ 250

The deductible shall not apply to loss or damage from these perils: fire; lightning; explosion; windstorm; cyclone; tornado or hail; riot, riot attending a strike of civil commotion; aircraft; smoke; earthquake; collapse of bridges or culverts; collision, derailment or overturn of the vehicle on which the property insured is being transported; stranding, sinking, burning or collision of water vessels.

## PERILS WE INSURE AGAINST

We cover risk of direct physical loss or damages, not excluded in this form, to the property covered.

## EXCLUSIONS

We do not cover under this form loss of damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
2. Nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical break down; insects, vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
5. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.

6. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
7. Artificially generated electrical currents to electrical apparatus. We will cover loss of damage caused directly by ensuing fire or explosion.
8. Any process of refinishing, renovating or repairing.
9. Fouling or explosion of firearms.
10. Breakage, marring, scratching, tearing or denting, unless caused by: fire or lightning; aircraft; theft and/or attempted theft; cyclone, tornado or windstorm; earthquake; flood; explosion; malicious damage or collision, derailment or overturn of a transporting conveyance.
11. Theft of the money or merchandise of vending machines.

#### ADDITIONAL CONDITIONS

##### 1. Coinsurance Clause

We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property covered to its actual cash value at the time of loss.

##### 2. Territory

This policy applies only within the continental United States and Canada.

## COINSURANCE CONTRACT

16082 (8-93)

## INSTALLATION FORM

Attached to and forming part of Policy Number \_\_\_\_\_

Date \_\_\_\_\_

### COVERED PROPERTY

We cover the following property:

1. owned by you; or
2. for which you are legally liable:

#### Description of Property

Coverage applies to the property:

1. while it is in transit;
2. after arrival on the premises of installation;
3. while waiting for and during installation; and
4. until it is completely installed and accepted by the purchaser or until your interest in it ceases, whichever occurs first.

We do not cover tools or equipment owned or used by an insured person.

### LIMITS OF LIABILITY

We shall not be liable for more than:

1. \$ \$50,000 on property at any one installation location.
2. \$ \$50,000 on property at all installation locations.
3. \$ \$50,000 on property while in transit.

### PERILS WE INSURE AGAINST

We cover risk of direct physical loss or damage not excluded in this form to the covered property.

### DEDUCTIBLE

From the amount of each adjusted claim, the sum of:

1. \$ shall be deducted when the loss or damage results from lifting, hoisting, rigging or rigging operations; and
2. \$ \$250 shall be deducted when the loss or damage results from any other perils covered under the policy.

**EXCLUSIONS**

We do not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would otherwise be covered under this form.
2. Nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical break down; insects, vermin, rodents; corrosion, rust; dampness or extreme temperature.
5. Artificially generated electrical currents to electrical appliances and devices including wiring. We will pay if fire ensues but only for the loss or damage caused directly by such fire.
6. Error, omission or deficiency in design, specifications, workmanship or materials. We also do not cover direct or indirect expense resulting from any of these.

**ADDITIONAL CONDITIONS****1. COINSURANCE CLAUSE**

We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property to its actual cash value at the time of loss.

**2. TERRITORY**

This coverage applies only in the Continental United States and Canada.

**RENTED EQUIPMENT ENDORSEMENT**

16242 (5-95)

It is agreed:

Coverage is provided for contractors equipment rented by the insured person.

We shall pay no more than the limit of insurance shown for Rented Equipment in the Declarations.

All other terms and conditions of the policy apply.

136

## COMMERCIAL INLAND MARINE CONDITIONS

16080 (8-86)

### INSURING AGREEMENT

We agree to provide insurance subject to all the terms of this coverage part. In return, you must pay the premium and comply with all the terms of this coverage part.

This insurance applies to loss which occurs during the policy period as shown in the Declarations. The coverages provided, the limits of our liability and the premiums are also shown in the Declarations.

#### DEFINITIONS

To understand this coverage part, you must understand what we mean when we use these words:

**"You"** and **"Your"** mean the insured named in the Declarations.

**"We"**, **"us"** and **"our"** mean the Company providing this insurance.

#### WHAT TO DO IN CASE OF LOSS

If covered loss occurs, you agree to:

- (a) Give us or our agent immediate written notice. In case of theft also notify the police.
- (b) Protect the property from further damage, making necessary and reasonable repairs to do so and keeping records of the cost.
- (c) Make a list of all damaged and destroyed property, showing in detail quantities, costs, actual cash value and amount of loss claimed.
- (d) Send to us, within 60 days of our request, proof of loss signed and sworn to by the insured person, including:
  - (1) the time and cause of loss;
  - (2) the interest of insured persons and all others in the property;
- (3) actual cash value and amount of loss to the property;
- (4) all encumbrances on the property;
- (5) other policies covering the loss; and
- (6) changes in the title, use or possession of the property.
- (e) Exhibit the damaged property to us or our representative as often as may be reasonably required.
- (f) Submit to examinations under oath by any person we name and sign the transcript of the examinations.
- (g) Produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as we may reasonably require.

## SPECIAL CONDITIONS

**ABANDONMENT** We are not obligated to accept abandoned property.

**APPRAISAL** If you and we fail to agree on the actual cash value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record having jurisdiction where the appraisal is pending to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the actual cash value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the actual cash value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay the umpire and all other expenses of the appraisal.

### CONCEALMENT, MISREPRESENTATION OR FRAUD

This entire policy is void in any case of fraud by you or if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

**OUR PAYMENT OF LOSS** We will pay you or make good any loss covered by this policy, unless another payee is named in the policy. We will pay within 30 days after:

- (a) We receive your proof of loss; and
- (b) The amount of loss is finally determined by an agreement between you and us, a court judgement or an appraisal award.

We will not pay or make good any loss which you have collected from others.

**OTHER INSURANCE** If you have other insurance covering the same loss as this insurance, we will pay only the excess over what the other insurer should

pay. We will pay the excess whether you can collect on the other insurance or not.

**PAIR OR SET** In case of loss of or damage to any part of a pair or set, we may:

- (a) repair or replace any part of the pair or set to restore it to its value before the loss; or
- (b) pay the difference between the actual cash value of the property before and after the loss.

**PARTS** In case of loss or damage to any part of property covered, consisting of several parts when complete, we shall pay only for the value of the part lost or damaged.

**RIGHT TO ADJUST LOSS WITH OWNER** If a loss involved property of others in your care, custody or control, we may:

- (a) settle the loss with the owners; or
- (b) defend you against any claim or suit at our cost. The expense of the defense will not reduce the limit of this insurance.

**RECOVERIES** Any recovery or salvage on a loss belongs to us until we recover what we have paid.

**LOSS CLAUSE** The amount of insurance under this policy will not be reduced except for total loss of a scheduled item. Any unearned premium that applies to such item will be refunded.

**OUR RIGHT TO RECOVER PAYMENT** After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. You agree to do whatever is required to transfer this right to us.

**SUIT AGAINST US** We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within two years after you first know of the loss or damage.

**NO BENEFIT TO BAILEE** This insurance will not, in any way, benefit any other person or organization who may be caring for or handling property for a fee.

**VALUATION** We will not pay more than the least of:

- (a) The actual cash value of the damaged property at the time any loss or damage occurs. Actual cash value may include a deduction for depreciation;
- (b) the cost to repair or replace the damaged property with like kind or quality; or
- (c) the amount of insurance stated for the class of property.

**DEDUCTIBLE** Each claim for loss or damage will be adjusted separately. We will deduct the amount stated in the Declarations (or in the form that applies) from each adjusted claim.

**ASSIGNMENT** No interest in this policy may be assigned without our written consent. But if you are an individual named insured and die, we will cover:

- (a) your legal representative but only within the scope of his duties as such; and
- (b) anyone having proper temporary custody of your insured property, but only:
  - 1. with respect to that property; and
  - 2. until your representative is appointed.

#### WHEN TWO OR MORE COVERAGES APPLY

If two or more of this policy's coverages apply to the same loss or damage, we shall pay no more than the actual amount of such loss or damage.

**COINSURANCE CONTRACT**

16010 (10-97)

**TOOLS AND EQUIPMENT FLOATER****PROPERTY COVERED**

We cover the property which is:

1. described for this coverage in the Declarations; and
2. owned by:
  - a. you; or
  - b. your employees;

while the property is on the insured premise or elsewhere in the course of your business.

**AMOUNT OF INSURANCE**

We will not pay more than:

1. the limit of insurance stated in the Declarations for any one loss occurrence; or
2. \$1,000 ON ANY ONE ITEM UNLESS ANOTHER AMOUNT IS SPECIFICALLY SCHEDULED.

**PERILS WE INSURE AGAINST**

We cover risk of direct physical loss or damage, not excluded in this form, to the property covered.

**EXCLUSIONS**

We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
2. Nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical break down; insects, vermin, rodents; depreciation; or by processing or an work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
5. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.

6. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
7. Artificially generated electrical currents to electrical apparatus. We will cover loss or damage caused directly by ensuing fire or explosion.
8. The weight of a load exceeding the registered lifting or supporting capacity of any machine.
9. Strikes, lockouts, labor disturbances; riots and civil commotion; or the acts of any person or persons taking part in such occurrences or disorders.
10. Theft by an insured's employees or a person to whom the insured property is entrusted.
11. Loss or damage by an unexplainable or unaccountable cause where there is no visible evidence that the loss or damage resulted from a peril insured against.

#### **ADDITIONAL CONDITIONS**

##### **1. Coinsurance Clause**

We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property covered to its actual cash value at the time of loss or damage.

##### **2. Territory**

This policy applies only within the continental United States and Canada.

##### **3. Special Condition**

Each item of the schedule is deemed to be separately insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

IL 00 21 11 85

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
**(Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS POLICY  
 COMMERCIAL AUTO COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

**1. The insurance does not apply:**

- A. Under any Liability Coverage, to "bodily injury" or "property damage:"**
  - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or**
  - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.**
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:**
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;**
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or**
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or**

possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:
  - a. the Secretary of State; and
  - b. the Attorney General of the United States;

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002.

3. Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
    - a) by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will pay 90% of such covered losses that exceed the statutory deductible paid by us for commercial lines of property and casualty insurance defined in the Act. You should also know that the federal government and participating United States insurers are required to provide coverage for total losses of \$100 billion annually. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2005.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESS AUTO COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ALABAMA CHANGES - ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

## COMMON POLICY CONDITIONS

IL 00 17 11 85

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by

endorsement issued by us and made a part of this policy.

### C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

Filed 05/04/2007 Page 50 of 78  
in the case of death of an individual named insured.

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**IMPORTANT POLICYHOLDER MESSAGE**

55068 (8-89)

Dear Policyholder:

**RE: YOUR SUBCONTRACTED WORK**

Your policy has a subcontracted work classification. The subcontracted work classification requires that your subcontractors are "adequately insured subcontractors". We define an "adequately insured subcontractor" to be a subcontractor who carries commercial general liability insurance.

If your subcontractors are not "adequately insured subcontractors", they will be classified and rated as your employees and charged a premium which best describes their work. This classification procedure will result in a substantial additional premium charge to you at final audit.

We suggest that you take immediate steps to qualify your subcontractors as "adequately insured subcontractors" to avoid any additional premium charges at final audit.

If you have any questions, please contact your Auto-Owners Agent.

Auto-Owners Insurance

## NOTIFICATION OF CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002.

Subject to policy terms and conditions, the attached policy provides insurance coverage for acts of terrorism as defined in the Act.

Endorsement 59350 has been attached to this policy which provides you with both important information regarding terrorism risk insurance coverage and caps our liability in accordance with the Act.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

**Auto-Owners Insurance**

Life Home Car Business

The "No Problem" People®

# **Tailored Protection Insurance Policy**

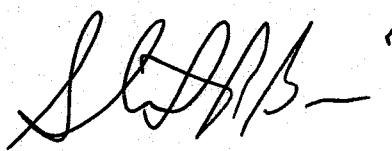
152

**Owners Insurance Company**

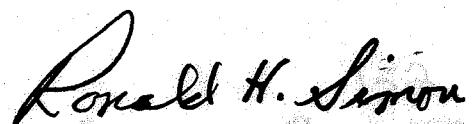
Insert Declarations Page (Part Two), form and Endorsements here so that edge butts against fold of Contract.

# Trusted Protection Insurance Policy

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

153



**Owners**

Page 1

55055 (7-87)

Issued 09-12-2003

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

Change Endorsement Effective 09-13-2003

ADDRESS 423 GLOVER AVE

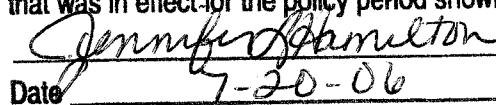
Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

ENTERPRISE, AL 36330-2022

**DESCRIPTION OF CHANGE**COMMERCIAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS:  
ADDED AN ADDITIONAL INSURED FORM #55202 FOR OLD REPUBLIC HOME  
PROTECTION

TRANSACTION NUMBER: 002

ENDORSEMENT PREMIUM: NO CHANGE \$ .00

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.  
Date 7-20-06 155

**Owners**

Page 1

55055 (7-87)

Issued 10-24-2003

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

**POLICY NUMBER 974617-38166390-03**

INSURED STINNETT GROUP LLC

Change Endorsement Effective 10-15-2003

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004**DESCRIPTION OF CHANGE**

ADDED LOSS PAYEE AS:

THE CITIZENS BANK  
P O BOX 310900  
ENTERPRISE AL 36331

TRANSACTION NUMBER: 003

ENDORSEMENT PREMIUM:	NO CHANGE	\$ .00
----------------------	-----------	--------

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

*Jennifer Hamilton* 156  
Date 7-30-06

**TAILORED PROTECTION POLICY DECLARATIONS**

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631

Change Endorsement Effective 10-15-2003

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Company  
Bill

<b>POLICY TERM</b>	
12:01 a.m.	12:01 a.m.
09-13-2003	to 09-13-2004

**DESCRIPTION OF CHANGE**

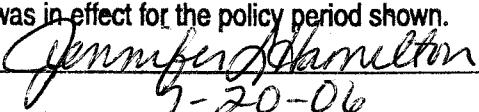
ADDITIONAL INSURED ADDED: BOSTIC CONSTRUCTION INC

TRANSACTION NUMBER: 004

ENDORSEMENT PREMIUM:	NO CHANGE	\$ .00
----------------------	-----------	--------

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

  
7-20-06

157

**Owners**

Page 1

55055 (7-87)

Issued 12-17-2003

**INSURANCE COMPANY**  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

**POLICY NUMBER 974617-38166390-03**

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

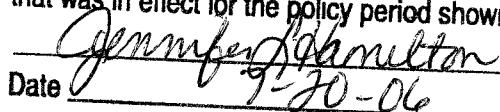
---

**DESCRIPTION OF CHANGE****ADDED MORTGAGEE TO LOC 1 AS:**THE CITIZENS BANK  
P O BOX 310900  
ENTERPRISE AL 36331**TRANSACTION NUMBER: 005**

<b>ENDORSEMENT PREMIUM:</b>	<b>NO CHANGE</b>	<b>\$ .00</b>
-----------------------------	------------------	---------------

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Date

  
Jennifer Hamilton

158

## TAILORED PROTECTION POLICY DECLARATIONS

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631  
INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Change Endorsement Effective 12-03-2003

POLICY NUMBER 974617-38166390-03

Company  
Bill

POLICY TERM  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

---

**DESCRIPTION OF CHANGE**

ADDED ADDITIONAL INSURED: DALE STINNETT  
423 GLOVE AVE  
ENTERPRISE, AL 36330

TRANSACTION NUMBER: 006

ENDORSEMENT PREMIUM:	NO CHANGE	\$ .00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

*Jennifer Hamilton*  
7-20-06

159

55168 (11-95)  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):  
**DALE STINNETT**
3. Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf

of the person or organization shown in the Schedule.

2. The following is added to LIMITS OF INSURANCE (Section III):
  8. The limits of liability for the additional insured are those specified in the written contract or agreement between the Insured and the manager or lessor of premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**Owners**

Page 1

55055 (7-87)

Issued 12-30-2003

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

**POLICY NUMBER 974617-38166390-03**

INSURED STINNETT GROUP LLC

Change Endorsement Effective 12-03-2003

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004**DESCRIPTION OF CHANGE**ADDED LOCATION #2 AT: 209 EAST GRUBBS STREET  
ENTERPRISE, AL 36330ADDED MORTGAGEE: THE CITIZENS BANK  
PO BOX 310900  
ENTERPRISE, AL 36331

TRANSACTION NUMBER: 007

ENDORSEMENT PREMIUM:	ADDITIONAL	\$1,703.00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.\_\_\_\_\_  
Date 9-20-06

161

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 12-03-2003

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631 POLICY NUMBER 974617-38166390-03  
INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2003	to 09-13-2004

---

Transaction number 007 has been voided. A premium adjustment of \$1,703.00 has been made.

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

*Jennifer Hamilton*  
Date 7-20-06

162

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 10-15-2003

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631 POLICY NUMBER 974617-38166390-03  
INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2003	to 09-13-2004

---

Transaction number 003 has been voided. A premium adjustment of \$ .00  
has been made.

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

*Jennifer D. Hamilton*  
7-20-06

163

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

Void Endorsement Effective 10-15-2003

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Company Bill POLICY TERM  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

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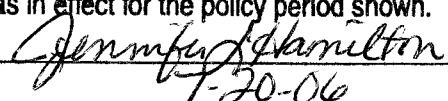
Transaction number 004 has been voided. A premium adjustment of

\$ .00

has been made.

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

  
1-20-06

164

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Void Endorsement Effective 12-03-2003

POLICY NUMBER 974617-38166390-03

Company  
Bill

<b>POLICY TERM</b>	
12:01 a.m.	12:01 a.m.
09-13-2003	to 09-13-2004

---

Transaction number 005 has been voided. A premium adjustment of \$ .00  
has been made.

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

*Jennifer Hamilton*  
Date 7-20-06

165

**Owners**

Page 1

55055 (07-87)

Issued 02-09-2004

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

Void Endorsement Effective 12-03-2003  
Company  
BillPOLICY TERM  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

ADDRESS 423 GLOVER AVE

ENTERPRISE, AL 36330-2022

---

Transaction number 006 has been voided. A premium adjustment of \$ .00  
has been made.I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.Jennifer Hamilton  
Date 7-20-06

164

**TAILORED PROTECTION POLICY DECLARATIONS**

Change Endorsement Effective 09-13-2003

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE

ENTERPRISE, AL 36330-2022

Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004**DESCRIPTION OF CHANGE**CHANGED THE EXPOSURE ON THE FOLLOWING CLASS CODED 21585 EXPOSURE  
117,760 AND 25647 EXPOSURE 158,756.

TRANSACTION NUMBER: 013

ENDORSEMENT PREMIUM:	ADDITIONAL	\$1,991.00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

*Jennifer Hamilton*  
7-20-06

167

55055 (7-87)

Issued 02-18-2004

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE

ENTERPRISE, AL 36330-2022

Company  
BillPOLICY TERM  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004

---

DESCRIPTION OF CHANGE

ADDED BACK VOIDED END'T ADDING  
LOSS PAYEE  
THE CITIZENS BANK  
P O BOX 310900  
ENTERPRISE AL 36331 AND ADDITIONAL INSURED BOSTIC CONSTRUCTION INC.

TRANSACTION NUMBER: 014

ENDORSEMENT PREMIUM:	NO CHANGE	\$ .00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

*Jennifer Hamilton*  
Date 7-30-06

168

**Owners**

Page 1

55055 (7-87)

Issued 02-25-2004

**INSURANCE COMPANY**  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022Company  
Bill

<b>POLICY TERM</b>	
12:01 a.m.	12:01 a.m.
09-13-2003 <sup>to</sup> 09-13-2004	

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**DESCRIPTION OF CHANGE**

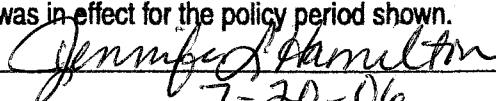
ADDED BACK VOIDED END'T DELETING  
55202  
BOSTIC CONSTRUCTION INC  
P O BOX 7939  
GREENSBORO, NC 27417

**TRANSACTION NUMBER:** 015

<b>ENDORSEMENT PREMIUM:</b>	NO CHANGE	\$ .00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

  
7-20-06

169

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631  
INSURED STINNETT GROUP LLC

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022

Change Endorsement Effective 12-03-2003

POLICY NUMBER 974617-38166390-03

Company Bill	<b>POLICY TERM</b>
	12:01 a.m. 12:01 a.m.
	09-13-2003 to 09-13-2004

**DESCRIPTION OF CHANGE**

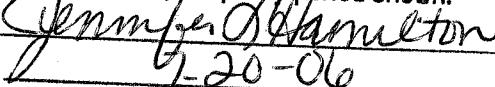
ADDED BACK VOIDED END'T ADDING ADDITIONAL INSURED AS  
DALE STINNETT  
423 GLOVE AVE  
ENTERPRISE AL 36330

TRANSACTION NUMBER: 016

ENDORSEMENT PREMIUM:	NO CHANGE	\$ .00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date



170

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):  
**DALE STINNETT**
3. Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf

of the person or organization shown in the Schedule.

2. The following is added to LIMITS OF INSURANCE (Section III):
  8. The limits of liability for the additional insured are those specified in the written contract or agreement between the Insured and the manager or lessor of premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**Owners**

Page 1

55055 (7-87)

Issued 03-01-2004

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040  
INSURED STINNETT GROUP LLC

Change Endorsement Effective 12-03-2003

POLICY NUMBER 974617-38166390-03

ADDRESS 423 GLOVER AVE  
ENTERPRISE, AL 36330-2022Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 <sup>to</sup> 09-13-2004**DESCRIPTION OF CHANGE**ADDED BACK VOIDED END'T ADDING LOC 2  
301 (209) EAST GRUBBS STREET, ENTERPRISE AL 36330

TRANSACTION NUMBER: 017

ENDORSEMENT PREMIUM:	ADDITIONAL	\$1,703.00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

*Jennifer Hamilton*

7-20-06

172

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## **TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040  
INSURED STINNETT GROUP LLC

Change Endorsement Effective 03-09-2004

ADDRESS 301 E GRUBBS ST

## Company Bill

ENTERPRISE, AL 36330-2612

**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 <sup>to</sup> 09-13-2004

**DESCRIPTION OF CHANGE**

CHANGED MAILING ADDRESS TO: 301 E GRUBBS ST ENTERPRISE AL 36330

TRANSACTION NUMBER: 018

**ENDORSEMENT PREMIUM:**

**NO CHANGE**

\$ .00

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Date \_\_\_\_\_

7620-06

173

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

## **TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040  
INSURED STINNETT GROUP LLC

Change Endorsement Effective 03-13-2004

ADDRESS 301 EAST GRUBBS AVE  
ENTERPRISE, AL 36330-2612

## Company Bill

**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 <sup>to</sup> 09-13-2004

### DESCRIPTION OF CHANGE

**CHANGED MAILING ADDRESS TO:**

301 EAST GRUBBS AVE  
ENTERPRISE AL 36330-2612

TRANSACTION NUMBER: 019

**ENDORSEMENT PREMIUM:**

**NO CHANGE**

\$ 00

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Jennifer Hamilton  
Date 7-20-06

Date 7/20/04

174

**Owners**

Page 1

55055 (7-87)

Issued 04-12-2004

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631  
INSURED STINNETT GROUP LLC

Change Endorsement Effective 03-29-2004

ADDRESS 301 EAST GRUBBS AVE  
ENTERPRISE, AL 36330-2612Company  
BillPOLICY TERM  
12:01 a.m. 12:01 a.m.  
09-13-2003 to 09-13-2004**DESCRIPTION OF CHANGE**CHANGED THE PERSONAL PROPERTY COVERAGE ON LOC 1, BLDG 1 TO \$64,125  
ADDED PERSONAL PROPERTY COVERAGE ON LOC 2, BLD 1 TO 64,125

TRANSACTION NUMBER: 020

ENDORSEMENT PREMIUM:	ADDITIONAL	\$125.00
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I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

7-20-06

175

**Owners**

Page 1

55055 (7-87)

Issued 06-09-2004

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET  
ENTERPRISE, AL 36330-2612Company  
BillPOLICY TERM  
12:01 a.m. to 12:01 a.m.  
09-13-2003 to 09-13-2004**DESCRIPTION OF CHANGE**COMMERCIAL PROPERTY COVERAGE PART  
AMENDED CLASS CODE FOR LOC 2 BLDG 1 TO 2702

TRANSACTION NUMBER: 021

ENDORSEMENT PREMIUM:

RETURNED

\$312.00

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Date

*Jennifer Hamilton*  
7-30-06

1714

**Owners**

Page 1

55055 (7-87)

Issued 09-03-2004

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-03

INSURED STINNETT GROUP LLC

Change Endorsement Effective 08-16-2004

ADDRESS 301 EAST GRUBBS STREET

Company  
Bill**POLICY TERM**  
12:01 a.m. 12:01 a.m.  
09-13-2003 <sup>to</sup> 09-13-2004

ENTERPRISE, AL 36330-2612

**DESCRIPTION OF CHANGE**

--COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS--  
 55202 ADDITIONAL INSURED FORM AMENDED--  
 DELETED: BOSTIC CONSTRUCTION

THE FOLLOWING LOSS PAYABLE IS DELETED FOR LOC 1-1 AND 2-1  
 THE CITIZENS BANK PO BOX 310900 ENTERPRISE AL 36331

TRANSACTION NUMBER: 022

ENDORSEMENT PREMIUM:

NO CHANGE

\$ .00

I certify that this policy was assembled from  
 available records as a representation of coverage  
 that was in effect for the policy period shown.

*Jennifer Hamilton*  
 Date 7-20-06

177